

Illinois Central Railroad

135 East Eleventh Place, Chicago, Illinois 60605, Area Code 312-822-4811



Main Line of Mid-America

FILE IN DOCKET

THOMAS F. McFARLAND
Commerce Attorney

No. 63795
Date JAN 30 1970
Fee \$ 10.00

ICC Washington, D. C.

January 26, 1970

RECORDATION NO. 1182-B Filed & Recorded

JAN 30 1970 -10 55 AM

INTERSTATE COMMERCE COMMISSION

Honorable H. Neil Garson, Secretary
Interstate Commerce Commission
Washington, D. C. 20423

No. 63796
Date JAN 30 1970
Fee \$ 10.00

ICC Washington, D. C.

Dear Sir:

Enclosed for recording with the Interstate Commerce Commission are four fully executed counterparts each of the following documents:

Illinois Central Equipment Trust, Series 43, Supplemental Lease of Railroad Equipment and Agreement, dated as of February 1, 1970. Assigned Recordation No. 1080.

Illinois Central Equipment Trust, Series 44, Second Supplemental Lease of Railroad Equipment and Agreement, dated as of February 1, 1970. Assigned Recordation No. 1182.

Also enclosed are two checks for \$10 each to cover the cost of recording the Supplement and Second Supplement.

For the convenience of the Commission, the original Lease and Agreement under Trust 43 was dated January 1, 1957 and the original Lease and Agreement under Trust 44 was dated May 1, 1957; the first supplement to Trust 44 was dated as of October 15, 1969.

Following recording, please mail two recorded counterparts of each of the Supplements to the undersigned at the address shown hereon.

Very truly yours,

Thomas F. McFarland Jr.

TFM/k
Enclosures

ed

Interstate Commerce Commission

OFFICE OF THE SECRETARY

Washington, D.C. 20423

February 3, 1970

Mr. Thomas J. McFarland, Jr.
Illinois Central Railroad
135 E. Eleventh Place
Chicago, Illinois 60605

Dear Sir:

The enclosed document was recorded pursuant to the
provisions of Section 20c of the Interstate Commerce Act,
49 U.S.C. 20c, on January 30, 1970 at 10:55 A.M. ,
and assigned recordation number 1182-B .

Sincerely yours,



H. Neil Garson
Secretary

Encl.

SED Form 30
(1966)

RECORDATION NO. 1182-3 Filed & Recorded

JAN 30 1970 -10 55 AM

INTERSTATE COMMERCE COMMISSION

ILLINOIS CENTRAL EQUIPMENT TRUST
Series 44

SECOND SUPPLEMENTAL LEASE OF RAILROAD
EQUIPMENT AND AGREEMENT
Dated as of February 1, 1970

RECEIVED
JAN 30 10 46 AM '70
I. C. C.
FEE OPERATION BR.

GRAINGER GREENE
and
P. G. NORRIS, Vendors

MORGAN GUARANTY TRUST COMPANY OF NEW YORK,

Trustee, Lessor

ILLINOIS CENTRAL RAILROAD COMPANY, Lessee.

Filed and recorded with the Interstate Commerce Commission at
on
Recordation No.

SECOND SUPPLEMENTAL LEASE OF RAILROAD EQUIPMENT AND AGREEMENT, dated as of February 1, 1970, by and among GRAINGER GREENE and P. G. NORRIS (hereafter called the Vendors), MORGAN GUARANTY TRUST COMPANY OF NEW YORK (formerly Guaranty Trust Company of New York), a corporation duly organized and existing under the laws of the State of New York (hereafter called the Trustee), and ILLINOIS CENTRAL RAILROAD COMPANY, a corporation duly organized and existing under the laws of the State of Illinois (hereafter called the Company):

WHEREAS, in accordance with the provisions of a certain Agreement dated the first day of May, 1957, as supplemented as of October 15, 1969, by and among the Vendors, the Trustee, and the Company (hereafter called the Agreement), certain railroad equipment (hereafter called the Trust Equipment) has been transferred to the Trustee and the title thereto vested in the Trustee; and

WHEREAS, in accordance with the provisions of a certain Lease of Railroad Equipment dated the first day of May, 1957, as supplemented as of October 15, 1969, by and between the Trustee and the Company (hereafter called the Lease), the Trust Equipment was leased by the Trustee to the Company for the term and the rental and upon the conditions therein provided, which said Lease and Agreement together constitute Illinois Central Equipment Trust, Series 44; and

WHEREAS, sums paid to the Trustee (a) under the second paragraph of Section 5 of Article I of the Agreement together with any deposited cash then held (b) under Article Third of the Lease and (c) under Article Fifth of the Lease shall be applied by the Trustee to the purchase of other new railroad equipment; and

WHEREAS, the Trustee now holds sums arising from one or more of the sources listed in the preceding WHEREAS clause and the Company desires, for the account of the Vendors, to cause to be vested in the Trustee the title to additional new railroad equipment (to replace, in part, destroyed Trust Equipment), approved as to character by the Company, to be acquired with funds in possession of the Trustee as aforesaid;

NOW, THEREFORE, for and in consideration of the rents hereinafter provided for and the covenants herein contained, this Supplemental Lease of Railroad Equipment and Agreement WITNESSETH as follows:

ARTICLE I

The Vendors hereby agree to acquire and cause to be sold, assigned, transferred, and set over and do hereby sell, assign, transfer, and set over unto the Trustee, as Trustee for the owners of Illinois Central Equipment Trust Certificates, Series 44, the Additional Trust Equipment described in ARTICLE II hereof. The Vendors will deliver or cause to be delivered the said Additional Trust Equipment in accordance with the provisions of Section 1 of Article I of the said Agreement.

ARTICLE II

The Trustee, acting in pursuance of the said Lease, and the said Agreement, each dated May 1, 1957, as supplemented as of October 15, 1969, has let and leased and does hereby let and lease to the Company the following new standard gauge railroad equipment of Illinois Central Equipment Trust, Series 44 (herein collectively called the Additional Trust Equipment) to-wit:

<u>Units</u>	<u>Description</u>	<u>Estimated Cost</u>
4	70-ton high cube Box Cars, 86'6" length, 15 inches end-of-car cushioning, railroad car numbers 680042 to 680045, inclusive.	\$127,340

The Trustee and the Company covenant and agree that the lease of the Additional Trust Equipment as provided in ARTICLE II hereof shall be upon and subject to the terms and conditions of the said Lease and the said Agreement, and such Additional Trust Equipment shall be part of the Trust Equipment, subject to all the terms and conditions of the said Lease and of the said Agreement in all respects as though it had been part of the original Trust Equipment specifically described in the said Lease.

ARTICLE III

The Company, with all convenient speed, will cause this Second Supplemental Lease of Railroad Equipment and Agreement to be duly filed and recorded with the Interstate Commerce Commission in accordance with the provisions of Section 20c of the Interstate Commerce Act and will promptly furnish to the Trustee evidence of such filing and recordation and an opinion of counsel for the Company with respect thereto satisfactory to the Trustee. The Company covenants and agrees

to pay the expenses connected with the preparation, execution, recording, registration, and filing hereof and of any instruments executed under the provisions hereof.

ARTICLE IV

The parties hereto confirm that of the Trust Equipment originally included in said Lease, eight (8) units bearing the following numbers have been destroyed:


3238, 3742, 4145, 4293, 4360, 4823,
4891, 4937,

and the parties agree that the Lease shall be and hereby is amended by striking therefrom the destroyed cars above described.

ARTICLE V

This Agreement may be simultaneously executed in any number of counterparts, each of which, so executed, shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, one of the Vendors (as authorized in the second paragraph of Article X of the Agreement) has hereunto set his hand and seal, and the Trustee and the Company have caused their names to be signed hereto and their respective corporate seals to be hereto affixed, duly attested, as of the day and year first above written.

 [L.S.]

Grainger Greene

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

_____
Trust Officer


Attest:

_____
Assistant Secretary

ILLINOIS CENTRAL RAILROAD COMPANY

By 
Robert Mitten
Vice-President & General Counsel

Attest:


E. H. Cahill
Assistant Secretary

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 28th day of January, 1970, before me personally appeared GRAINGER GREEN, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged that he executed the same as his free act and deed.

Frank Schlierf
Notary Public

FRANK SCHLIERF
NOTARY PUBLIC, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1971

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 28th day of January, 1970, before me personally appeared R.E. SPARROW to me personally known, who being by me duly sworn, says that he is a Trust Officer of Morgan Guaranty Trust Company of New York, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Frank Schlierf

Notary Public

FRANK SCHLIERF
NOTARY PUBLIC, State of New York
No. 60-3503450
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1971

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

On this 26th day of January, 1970, before me personally appeared ROBERT MITTEN, to me personally known, who, being by me duly sworn, says that he is Vice-President and General Counsel of Illinois Central Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Gloria S. Keenan
Gloria S. Keenan
Notary Public

My Commission expires August 16, 1972.